

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MOUNT VERNON FIRE INSURANCE COMPANY,

Plaintiff,
-against-

STAR WARS TECHNOLOGY SYSTEMS,
INTEGRATED BUILDING CONTROLS
CORP., MERCEDES T. GUILLEN, as
Administrator of the Estate of JOSE ELIAS
GUILLEN, Deceased, MERCEDES T.
GUILLEN, MAG ELECTRICAL
CONTRACTING CORP., SL Green Realty,
SL Green Operating Partnership, LP, SL Green
Management, LLC, 100 Church Participation
Funding, LLC, 100 Church Holding Co, LLC,
100 Church Fee Owner, LLC and 100 Church
Owner, LLC,

Defendants,

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: MAR 01 2016

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Index No.: 15 CV 01184 (KBF)

**STIPULATION AND ORDER
OF SETTLEMENT AND
PARTIAL DISCONTINUANCE**

IT IS HEREBY STIPULATED AND ORDERED that:

(1) **WHEREAS** plaintiff MOUNT VERNON FIRE INSURANCE COMAPNY (“MOUNT VERNON”) commenced this action for a declaration that it has no duty to defend or indemnify defendant STAR WARS TECHNOLOGY SYSTEMS (“STAR WARS”), under primary policy numbered CL2574786A and excess policy numbered XL2117350A, both issued to defendant STAR WARS for the period June 10, 2011 to June 10, 2012 (collectively the “Mount Vernon policies”) as to the claims and any cross-claims asserted against STAR WARS in an action filed in the Supreme Court of the State of New York, County of New York, captioned as Mercedes T. Guillen, as Administrator of the Estate of Jose Elias Guillen, Deceased, and Mercedes T. Guillen, Individually v. 100 Church Fee Owner, LLC, under Index Number 162612/14 (the “*Guillen Action*”), which arise out of and involve an accident alleged to have

occurred on or about February 8, 2012 at premises known as 100 Church Street, New York, New York, and

(2) **WHEREAS** defendants MERCEDES T. GUILLEN, as Administrator of the Estate of JOSE ELIAS GUILLEN, Deceased, and MERCEDES T. GUILLEN, Individually, by stipulation and order entered by this Court on October 29, 2015 (Docket Entry Number 41), previously agreed and acknowledged that no coverage is afforded under the Mount Vernon policies for the claims and any cross-claims asserted in the *Guillen* Action; and

(3) **WHEREAS** defendants INTEGRATED BUILDING CONTROLS CORP., MAG ELECTRICAL CONTRACTING CORP, SL GREEN REALTY, SL GREEN OPERATING PARTNERSHIP, LP, SL GREEN MANAGEMENT, LLC, 100 CHURCH PARTICIPATION FUNDING, LLC, 100 CHURCH HOLDING CO, LLC, 100 CHURCH FEE OWNER, LLC AND 100 CHURCH OWNER, LLC, have answered the complaint in this declaratory judgment action, but have now resolved their dispute with plaintiff, it is hereby

STIPULATED AND ORDERED that:

1. Defendants INTEGRATED BUILDING CONTROLS CORP., MAG ELECTRICAL CONTRACTING CORP, SL GREEN REALTY, SL GREEN OPERATING PARTNERSHIP, LP, SL GREEN MANAGEMENT, LLC, 100 CHURCH PARTICIPATION FUNDING, LLC, 100 CHURCH HOLDING CO, LLC, 100 CHURCH FEE OWNER, LLC AND 100 CHURCH OWNER, LLC, hereby acknowledge and agree that, by virtue of the Premises Limitation Endorsement contained in or made a part of the Mount Vernon policies which limits coverage under the Mount Vernon policies to occurrences that take place on or within the perimeter of premises located at 3601 Northwest 55th Street, Suite 104, Miami,

Florida 33142, and on no other basis, no coverage is provided by the Mount Vernon policies for the claims and any cross-claims asserted against STAR WARS in the *Guillen* Action and that, accordingly, MOUNT VERNON has no obligation to defend or indemnify or otherwise afford any coverage to STAR WARS for any of the claims or cross-claims asserted against STAR WARS in the *Guillen* Action; and

2. This declaratory judgment action is settled in accordance with the terms set forth herein and dismissed as to INTEGRATED BUILDING CONTROLS CORP., MAG ELECTRICAL CONTRACTING CORP, SL GREEN REALTY, SL GREEN OPERATING PARTNERSHIP, LP, SL GREEN MANAGEMENT, LLC, 100 CHURCH PARTICIPATION FUNDING, LLC, 100 CHURCH HOLDING CO, LLC, 100 CHURCH FEE OWNER, LLC AND 100 CHURCH OWNER, LLC, without any costs or attorneys' fees to any party in this action.
3. This Stipulation and Order may executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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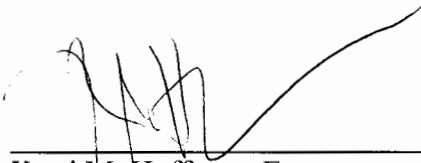
Dated: New York, New York

February, 2016

March 1,

David M. Cassidy

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SO ORDERED:

KB.F
Katherine B. Forrest, U.S.D.J.

3/1/16